

alone. Appraisals of eggs must be reported on forms furnished by APHIS and signed by the appraisers and must be signed by the owners of the eggs to indicate agreement with the appraisal amount. Appraisals of eggs must be signed by the owners of the eggs prior to the destruction of the poultry, unless the owners, APHIS, and the Cooperating State Agency agree that the eggs may be destroyed immediately. Reports of appraisals must show the number of eggs and the value per egg.

(c) *Cleaning and disinfection.* (1) Indemnity for cleaning and disinfection of premises, conveyances, and materials that came into contact with poultry that are infected with or exposed to H5/H7 LPAI will be based on receipts or other documentation maintained by the claimant verifying expenditures for cleaning and disinfection activities authorized by this part. Any cleaning and disinfection of premises, conveyances, and materials for which indemnity is requested must be performed under a compliance agreement between the claimant, the Cooperating State Agency, and APHIS. APHIS will review claims for indemnity for cleaning and disinfection to ensure that all expenditures relate directly to activities described in § 56.5 and in the initial State response and containment plan described in § 56.10.

(2) In the case of materials, if the cost of cleaning and disinfection would exceed the value of the materials or cleaning and disinfection would be impracticable for any reason, indemnity for the destruction of the materials will be based on the fair market value of those materials, as determined by an appraisal. Materials will be appraised by an APHIS official appraiser and a State official appraiser jointly, or, if APHIS and State authorities agree, by either an APHIS official appraiser or a State official appraiser alone. Indemnity for disposal of the materials will be based on receipts or other documentation maintained by the claimant verifying expenditures for disposal activities authorized by this part. Appraisals of materials must be reported on forms furnished by APHIS and signed by the appraisers and must be signed by the owners of the materials to indicate agreement with the ap-

praisal amount. Appraisals of materials must be signed prior to the destruction of the materials, unless the owners, APHIS, and the Cooperating State Agency agree that the materials may be destroyed immediately. Any disposal of materials for which indemnity is requested must be performed under a compliance agreement between the claimant, the Cooperating State Agency, and APHIS. APHIS will review claims for compensation for disposal to ensure that all expenditures relate directly to activities described in § 56.5 and in the initial State response and containment plan described in § 56.10.

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[71 FR 56323, Sept. 26, 2006, as amended at 75 FR 10657, Mar. 9, 2010]

**§ 56.5 Destruction and disposal of poultry and cleaning and disinfection of premises, conveyances, and materials.**

(a) *Destruction of poultry.* Poultry that are infected with or exposed to H5/H7 LPAI may be required to be destroyed at the discretion of the Cooperating State Agency and APHIS and in accordance with the initial State response and containment plan described in § 56.10. The Cooperating State Agency and APHIS will select a method to use for the destruction of such poultry based on the following factors:

- (1) The species, size, and number of the poultry to be destroyed;
- (2) The environment in which the poultry are maintained;
- (3) The risk to human health or safety of the method used;
- (4) Whether the method requires specialized equipment or training;
- (5) The risk that the method poses of spreading the H5/H7 LPAI virus;
- (6) Any hazard the method could pose to the environment;
- (7) The degree of bird control and restraint required to administer the destruction method;
- (8) The speed with which destruction must be conducted; and
- (9) Consistency of the method with humane euthanasia guidelines.

(b) *Disposal of poultry.* Carcasses of poultry that have died from H5/H7 LPAI infection or poultry that have been humanely slaughtered to fulfill

depopulation requirements must be disposed of promptly and efficiently in accordance with the initial State response and containment plan described in § 56.10 to prevent the spread of H5/H7 LPAI infection. Disposal methods will be selected by the Cooperating State Agency and APHIS and may include one or more of the following: Burial, incineration, composting, or rendering. Regardless of the method used, strict biosecurity procedures must be implemented and enforced for all personnel and vehicular movement into and out of the area in accordance with the initial State response and containment plan to prevent dissemination of the H5/H7 LPAI virus.

(c) *Controlled marketing.* (1) At the discretion of the Cooperating State Agency and APHIS, poultry that has been infected with or exposed to H5/H7 LPAI may be allowed to move for controlled marketing in accordance with the initial State response and containment plan described in § 56.10 and in accordance with the following requirements:

(i) Poultry infected with or exposed to H5/H7 LPAI must not be transported to a market for controlled marketing until 21 days after the acute phase of the infection has concluded, as determined by the Cooperating State Agency in accordance with the initial State response and containment plan described in § 56.10; and

(ii) Within 7 days prior to slaughter, each flock to be moved for controlled marketing must be tested for H5/H7 LPAI using a test approved by the Cooperating State Agency and found to be free of the virus.

(2) Poultry moved for controlled marketing will not be eligible for indemnity under § 56.3. However, any costs related to cleaning and disinfection of premises, conveyances, and materials that came into contact with poultry that are moved for controlled marketing will be eligible for indemnity under § 56.3.

(d) *Cleaning and disinfection of premises, conveyances, and materials.* Premises, conveyances, and materials that came into contact with poultry infected with or exposed to H5/H7 LPAI must be cleaned and disinfected; *Provided*, that materials for which the cost

of cleaning and disinfection would exceed the value of the materials or for which cleaning and disinfection would be impracticable for any reason may be destroyed and disposed. Cleaning and disinfection must be performed in accordance with the initial State response and containment plan described in § 56.10, which must be approved by APHIS. Cleaning and disinfection must also be performed in accordance with any applicable State and local environmental regulations. This paragraph (d) provides guidelines for the development of a cleaning and disinfection plan for a premises and for the materials and conveyances on that premises.

(1) *Preparation for cleaning and disinfection.* Following the depopulation or controlled marketing of all poultry infected with or exposed to H5/H7 LPAI on a premises, the following procedures should be completed prior to cleaning and disinfection:

(i) Secure and remove all feathers that might blow around outside the house in which the infected or exposed poultry were held by raking them together and burning the pile;

(ii) Apply insecticides and rodenticides immediately after the removal of the birds, before the house cools;

(iii) Close the house in which the poultry were held, maintaining just enough ventilation to remove moisture. Heat the house to 100 °F and begin in-house composting. Leave the house undisturbed for a minimum of 21 days and for as long as possible thereafter, in order to allow as much H5/H7 LPAI virus as possible to die a natural death.

(iv) Heat the house to 100 °F for the 72 hours prior to cleaning and disinfection.

(2) *Cleaning and disinfection.* All premises, conveyances, and materials that came into contact with poultry that were infected with or exposed to H5/H7 LPAI must be cleaned and disinfected. Cleaning and disinfection must be performed on all buildings that came into contact with poultry that were infected with or exposed to H5/H7 LPAI within a premises, including pumphouses and service areas. To accomplish cleaning and disinfection,

the following procedures should be completed:

(i) *Disposal of manure, debris, and feed.* Clean up all manure, debris, and feed. Compost manure, debris, and feed in the house if possible. If this is not possible, set up a system for hauling manure, debris, and feed to an approved site for burial, piling, or composting. Do not clean out the house or move or spread litter until any H5/H7 LPAI virus that may have contaminated the manure and litter is dead, as determined by the Cooperating State Agency and in accordance with the initial State response and containment plan described in § 56.10. If composting is used as a disposal method, manure and litter should be composted in accordance with State and local regulations. If litter is piled, the litter pile must be covered and allowed to sit undisturbed for an amount of time approved by the Cooperating State Agency and APHIS and in accordance the initial State response and containment plan described in § 56.10. Drying and heat *in situ* over time are effective and may be used in place of composting if weather conditions or conditions in the building are favorable. After use, equipment used to clean out manure, debris, and feed must be cleaned, disinfected, and inspected at the site to which the manure and litter was transported. In the case of inclement weather, the equipment may be cleaned, disinfected, and inspected at off-site wash stations at the discretion of the Cooperating State Agency and APHIS.

(ii) *Cleaning of premises and materials.* Cleaning and washing should be thorough to ensure that all materials or substances contaminated with H5/H7 LPAI virus, especially manure, dried blood, and other organic materials, are removed from all surfaces. Spray all contaminated surfaces above the floor with detergent and water to knock dust down to the floor, using no more water than necessary. Wash equipment and houses with detergent and water. Disassemble equipment as required to clean all contaminated surfaces. Special attention should be given to automatic feeders and other closed areas to ensure adequate cleaning. Inspect houses and equipment to ensure that cleaning has removed all contaminated

materials or substances. Rinse with fresh water and let houses and equipment dry completely before applying disinfectant.

(iii) *Disinfection of premises and materials.* When cleaning has been completed and all surfaces are dry, all interior surfaces of the structure should be saturated with a disinfectant registered with the U.S. Environmental Protection Agency (EPA) for AI virus per label instructions or a disinfectant approved by the EPA for use under a Federal Insecticide, Rodenticide, and Fungicide Act section 18 exemption. A power spray unit should be used to spray the disinfectant on all surfaces that may be treated with the disinfectant according to its EPA label, making sure that the disinfectant gets into cracks and crevices. Special attention should be given to automatic feeders and other closed areas to ensure adequate disinfection.

(vi) *Cleaning and disinfection of conveyances.* Clean and disinfect all trucks and vehicles used in transporting affected poultry or materials before soil dries in place. Both exterior, including the undercarriage, and interior surfaces, including truck cabs, must be cleaned. The interior of the truck cabs should be washed with clean water and sponged with a disinfectant authorized in § 71.10(a) of this chapter. Manure and litter removed from these vehicles should be handled in a manner similar to that described in paragraph (d)(2)(i) of this section.

(3) *Activities after cleaning and disinfection.* Premises should be checked for virus before repopulation in accordance with the initial State response and containment plan described in § 56.10. The premises may not be restocked with poultry until after the date specified in the initial State response and containment plan described in § 56.10.

(4) *Destruction and disposal of materials.* In the case of materials for which the cost of cleaning and disinfection would exceed the value of the materials or for which cleaning and disinfection would be impracticable for any reason, the destruction and disposal of

the materials must be conducted in accordance with the initial State response and containment plan described in § 56.10.

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#### **§ 56.6 Presentation of claims for indemnity.**

Claims for the following must be documented on a form furnished by APHIS and presented to an APHIS employee or the State representative authorized to accept the claims:

(a) Compensation for the value of poultry to be destroyed due to infection with or exposure to H5/H7 LPAI;

(b) Compensation for the value of eggs to be destroyed during testing for H5/H7 LPAI; and

(c) Compensation for the cost of cleaning and disinfection of premises, conveyances, and materials that came into contact with poultry infected with or exposed to H5/H7 LPAI, or, in the case of materials, if the cost of cleaning and disinfection would exceed the value of the materials or cleaning and disinfection would be impracticable for any reason, the cost of destruction and disposal for the materials.

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#### **§ 56.7 Mortgage against poultry or eggs.**

When poultry or eggs have been destroyed under this part, any claim for indemnity must be presented on forms furnished by APHIS. The owner of the poultry or eggs must certify on the forms that the poultry or eggs covered are, or are not, subject to a mortgage as defined in this part. If the owner states there is a mortgage, the owner and each person holding a mortgage on the poultry or eggs must sign the APHIS-furnished form, consenting to the payment of indemnity to the person specified on the form.

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#### **§ 56.8 Conditions for payment.**

(a) When poultry or eggs have been destroyed pursuant to this part, the Administrator may pay claims to any party with which the owner of the poultry or eggs has entered into a contract for the growing or care of the poultry or eggs. The indemnity the Administrator may pay to such a party or parties shall be determined as follows:

(1) Divide the value of the contract the owner of the poultry or eggs entered into with another party for the growing and care of the poultry or eggs in dollars by the duration of the contract as it was signed prior to the H5/H7 LPAI outbreak in days;

(2) Multiply this figure by the time in days between the date the other party began to provide services relating to the destroyed poultry or eggs under the contract and the date the poultry or eggs were destroyed due to H5/H7 LPAI.

(b)(1) If indemnity for the destroyed poultry or eggs is being provided for 100 percent of eligible costs under § 56.3(b), the Administrator may pay contractors eligible for compensation under this section 100 percent of the indemnity determined in paragraph (a) of this section.

(2) If indemnity for the destroyed poultry or eggs is being provided for 25 percent of eligible costs under § 56.3(b), the Administrator may pay contractors eligible for compensation under this section 25 percent of the indemnity determined in paragraph (a) of this section.

(c) If a contractor receiving indemnity under this section has received any payment under his or her contract from the owner of the poultry or eggs at the time the poultry or eggs are destroyed, the amount of indemnity for which the contract grower is eligible will be reduced by the amount of the payment the contract grower has already received.

(d) If indemnity is paid to a contractor under this section, the owner of the poultry or eggs will be eligible to receive the difference between the indemnity paid to the growers and the total amount of indemnity that may be paid for the poultry or eggs.

(e) In the event that determination of indemnity to a party with which the owner of destroyed poultry or eggs has